UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/693,673	10/19/2000	Thomas E. Saulpaugh	5181-64200	7203

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EXAMINER
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ART UNIT	PAPER NUMBER
2144	

DATE MAILED: 10/06/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 10/03)

	Application No.	Applicant(s) .
Advisory Action	09/693,673	SAULPAUGH ET AL.
	Examiner	**Art Unit**	
	Joseph R Maniwang	2144	

--The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

THE REPLY FILED 16 July 2004 FAILS TO PLACE THIS APPLICATION IN CONDITION FOR ALLOWANCE. Therefore, further action by the applicant is required to avoid abandonment of this application. A proper reply to a final rejection under 37 CFR 1.113 may <u>only</u> be either: (1) a timely filed amendment which places the application in condition for allowance; (2) a timely filed Notice of Appeal (with appeal fee); or (3) a timely filed Request for Continued Examination (RCE) in compliance with 37 CFR 1.114.

PERIOD FOR REPLY [check either a) or b)]

a) ☒ The period for reply expires <u>3</u> months from the mailing date of the final rejection.

b) ☐ The period for reply expires on: (1) the mailing date of this Advisory Action, or (2) the date set forth in the final rejection, whichever is later. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of the final rejection. ONLY CHECK THIS BOX WHEN THE FIRST REPLY WAS FILED WITHIN TWO MONTHS OF THE FINAL REJECTION. See MPEP 706.07(f).

Extensions of time may be obtained under 37 CFR 1.136(a). The date on which the petition under 37 CFR 1.136(a) and the appropriate extension fee have been filed is the date for purposes of determining the period of extension and the corresponding amount of the fee. The appropriate extension fee under 37 CFR 1.17(a) is calculated from: (1) the expiration date of the shortened statutory period for reply originally set in the final Office action; or (2) as set forth in (b) above, if checked. Any reply received by the Office later than three months after the mailing date of the final rejection, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

1. ☐ A Notice of Appeal was filed on _____. Appellant's Brief must be filed within the period set forth in 37 CFR 1.192(a), or any extension thereof (37 CFR 1.191(d)), to avoid dismissal of the appeal.

2. ☐ The proposed amendment(s) will not be entered because:

    (a) ☐ they raise new issues that would require further consideration and/or search (see NOTE below);

    (b) ☐ they raise the issue of new matter (see Note below);

    (c) ☐ they are not deemed to place the application in better form for appeal by materially reducing or simplifying the issues for appeal; and/or

    (d) ☐ they present additional claims without canceling a corresponding number of finally rejected claims.
    NOTE: _____.

3. ☐ Applicant's reply has overcome the following rejection(s): _____.

4. ☐ Newly proposed or amended claim(s) _____ would be allowable if submitted in a separate, timely filed amendment canceling the non-allowable claim(s).

5. ☒ The a)☐ affidavit, b)☐ exhibit, or c)☒ request for reconsideration has been considered but does NOT place the application in condition for allowance because: *Applicant's arguments not persuasive (see Detailed Action)*.

6. ☐ The affidavit or exhibit will NOT be considered because it is not directed SOLELY to issues which were newly raised by the Examiner in the final rejection.

7. ☒ For purposes of Appeal, the proposed amendment(s) a)☐ will not be entered or b)☒ will be entered and an explanation of how the new or amended claims would be rejected is provided below or appended.

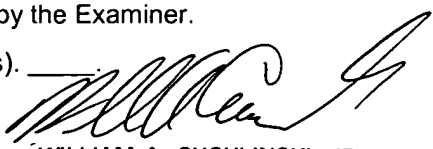   The status of the claim(s) is (or will be) as follows:

    Claim(s) allowed: _____.

    Claim(s) objected to: _____.

    Claim(s) rejected: *1-24*.

    Claim(s) withdrawn from consideration: _____.

8. ☐ The drawing correction filed on _____ is a)☐ approved or b)☐ disapproved by the Examiner.

9. ☐ Note the attached Information Disclosure Statement(s)(PTO-1449) Paper No(s). _____.

10. ☒ Other: *attached Notice of References Cited (PTO-892)* .

WILLIAM A. CUCHLINSKI, JR.
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 2900

DETAILED ACTION

Response to Arguments

1.   Applicant's arguments filed 07/16/04 have been fully considered but they are not

persuasive.

2.   Regarding claims 1, 9, 16, 17, and 27 rejected under 35 U.S.C. 102(b) as being

anticipated by Hill et al. (U.S. Pat. No. 5,51,197), Applicant asserts that Hill did not

suggest a system wherein each message gate is configured for sending and receiving

messages in a data representation language. Applicant acknowledges that the stub

and proxy objects disclosed by Hill implemented remote procedure calls, and further

that Hill described a remote procedure call (RPC) mechanism. Applicant concludes

from this that Examiner is incorrect in the interpretation that Hill disclosed

communicating messages in a data representation language, coupled with the assertion

that "such [RPC] mechanisms are specifically not based on data representation

languages." However, it is noted by Examiner that the it was in fact known in the prior

art that RPC mechanisms did utilize data representation languages, as described by

Sun Microsystems, Inc. standard for data representation described in RFC 1014

(Network Working Group, Request for Comments: 1014, "XDR: External Data

Representation Standard", Sun Microsystems, Inc., June 1987). RFC 1014 disclosed

the data representation language XDR, which was used in Remote Procedure Call

protocols, such as Sun RPC, to describe the format of their data (see p. 1,

"Introduction"). Thus, Examiner submits that Hill undoubtedly disclosed sending and

receiving messages in a data representation language as RPC mechanisms were

clearly known to rely on the use of data representation languages. Furthermore,

Examiner maintains that the concept of communicating messages in a data

representation language as broadly claimed relates to nothing more than a standard

method or format of the messages communicated. Hill disclosed such a limitation,

stating that stub channels utilized a certain protocol to communicate (see column 20,

lines 29-31), thus disclosing communication of messages in a data representation

language. Finally, Applicant asserts that data representation languages were distinctly

different from sending messages in stubs, proxies, RMI, etc., and that they were used to

represent or describe data in documents. In response to applicant's argument that the

references fail to show certain features of applicant's invention, it is noted that the

features upon which applicant relies (i.e., the use of data representation languages to

represent or describe data in documents) are not recited in the rejected claim(s).

Although the claims are interpreted in light of the specification, limitations from the

specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26

USPQ2d 1057 (Fed. Cir. 1993).

3.   Regarding claims 1-4, 8-12, 15, 17-20, and 23 rejected under 35 U.S.C. 102(b)

as being anticipated by Serlet et al. (U.S. Pat. No. 5,481,721), Applicant asserts that

there is clearly no disclosure in Serlet of a system wherein each message gate is

configured for sending and receiving messages for one of the clients in a data

representation language. Examiner maintains that the concept of communicating

messages in a data representation language as broadly claimed relates to nothing more

than a standard method or format of the messages communicated. Serlet disclosed

such a limitation, stating that messages sent between a sender and receiver must be

encoded in a form understandable by both sides, providing a type of protocol for

communicating data (see column 12, lines 21-30). Additionally, Applicant notes that the

Mach message of Serlet contained "a header followed by zero or more data objects."

Examiner submits that a header suggests a representation of the data objects that

follow it, describing precisely a data representation language, defined in RFC 1014 to

be a "language [allowing] one to describe intricate data formats in a concise manner"

(see p. 1, Introduction). The Mach message of Serlet containing a header followed by

data objects clearly constitutes a concise packaging of data formats as would be

recognized by one of ordinary skill in the art. Furthermore, Applicant acknowledges the

use of C data types in Serlet. Examiner submits that this reads upon the broad concept

of a data representation language, further evident in RFC 1014 where it was disclosed

that "The XDR [data representation] language itself is similar to the C language".

Applicant further states that a data representation language is a specific type of

language used for describing documents, not messages for a programmatic interface as

in Serlet. In response to applicant's argument that the references fail to show certain

features of applicant's invention, it is noted that the features upon which applicant relies

(i.e., the use of data representation languages to describe documents) are not recited in

the rejected claim(s). Although the claims are interpreted in light of the specification,

limitations from the specification are not read into the claims. See *In re Van Geuns*, 988

F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

4.   Regarding claims 1-4, 8-12, 15, 17-20, and 23 rejected under 35 U.S.C. 102(e)

as being anticipated by Marcos et al. (U.S. Pat. No. 6,347,342), Applicant asserts that

Marcos did not teach or suggest the use of a data representation language. Applicant

acknowledges that Marcos taught using a distributed object model or protocol to forward

messages, and further the use of code that would "encode and decode an operation

and its parameters into a compacted message format". Applicant concludes from this

that Marcos did not teach the use of a data representation language, but Examiner

submits that this precisely describes the broadly claimed concept of a data

representation language. Examiner maintains that the concept of communicating

messages in a data representation language as broadly claimed relates to nothing more

than a standard method or format of the messages communicated. Thus, as Marcos

disclosed the use of a compacted message format and protocol, Marcos clearly reads

upon the broad concept as claimed. Furthermore, as RFC 1014 defined a data

representation language to provide a way of describing "data formats in a concise

manner", the compacted message format used by Marcos without a doubt suggests the

use of a data representation language. Applicant contends that a data representation

language differs from sending messages using OLE/COM, CORBA, etc., but it is noted

that these features upon which applicant relies are not recited in the rejected claim(s).

Although the claims are interpreted in light of the specification, limitations from the

specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26

USPQ2d 1057 (Fed. Cir. 1993). Applicant asserts that Examiner's arguments amount

to stating that sending messages in a data representation language is inherent in

Marcos' teaching, but Examiner can find no such instance in previous arguments or

rejections. Regardless, it has been shown above that Marcos undoubtedly teaches the

broad concept of sending messages in a data representation language as claimed.

5.   Applicant further asserts that Marcos failed to teach verifying messages

according to a data representation language message schema in regards to claim 2.

Examiner maintains that in its broadest sense, a data representation language message

schema relates to nothing more than a set format for communicating data that

messages must adhere to in order for a process to interpret them. Marcos taught the

use of such a format, stating that objects could communicate using specific data types,

thus providing a message schema (see column 15, line 60 through column 16, line 55).

Furthermore, as acknowledged by Applicant, Marcos taught comparing the type of an

argument from one object model with an expected type of another object model.

Examiner submits that this clearly suggests the verification of these data types.

6.   Regarding claims 1, 6-9, 14-17, and 22-24 rejected under 35 U.S.C. 102(b) as

being anticipated by Kingdon (U.S. Pat. No. 5,349,642), Applicant asserts that Kingdon

did not teach the use of a data representation language. Applicant acknowledges that

Kingdon taught using a specific message packet format consisting of a header, code,

and data, and concludes that Kingdon's message packet format is clearly very different

from a data representation language. Examiner disagrees, as it is not clear from this

how the teachings of Kingdon are very different from a data representation language.

Examiner maintains that a data representation language as claimed is broadly

interpreted as a standard format or method for communicating data. Kingdon disclosed

communicating messages in packets created with a specific format (see column 2, lines

16-49; column 5, lines 25-36). This is also in line with the definition of a data

representation language from RFC 1014, which states that a data representation

language describes "data formats in a concise manner" (see p. 1, Introduction). A

message packet format would have been understood by one of ordinary skill in the art

as a concise manner in which to represent the message data. Thus, Examiner submits

that Kingdon without a doubt taught the broad concept of a data representation

language as claimed. Applicant's argument provides no more than a mere assertion

that sending messages in a data representation language is distinctly different from

sending messages using Kingdon's unique message packet format, and is not

persuasive.

7.   Regarding claims 5, 13, and 21 rejected under 35 U.S.C. 103(a) as being

unpatentable over Marcos in view of Bergman et al. (U.S. Pat. No. 6,564,263), Applicant

traverses the rejection as addressed below.

8.   Applicant asserts that the rejection is unsupported by the cited art for at least the

reasons given above in regard to their respective independent claims. Applicant also

states that there is no teaching in Marcos of verifying messages according to an XML

schema. In response to applicant's arguments against the references individually, one

cannot show nonobviousness by attacking references individually where the rejections

are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208

USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir.

1986).

9.   Regardless, in response to Applicant's assertion that it would make no sense in

Marcos to verify message according to a data representation language message

schema, Examiner submits that Marcos clearly suggests such a broad concept as

recited above in regards to the rejection under 35 U.S.C. 102(e).

10.   Applicant acknowledges that Bergman describes XML as useful in representing

data and relationships between different versions of content, but traverses the rejection

under the assertion that it would not be useful for programmatic messaging. However,

Examiner submits that the provision in Marcos to "encode and decode an operation and

its parameters into a compacted message format" is clearly a way of representing data

content, regardless of whether the content was a method invocation as suggested by

Applicant. Applicant further generally contends the use of an XML schema in Bergman,

and recognizes that Bergman uses a data representation that captures "all possible

modalities (e.g. features, characteristics, semantics, metadata, etc.) that may arise in

different applications or events". However, Examiner submits that this data

representation format disclosed by Bergman clearly included the use of an XML schema

(see column 6, lines 47-48).

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

RFC 1014 (Network Working Group, Request for Comments: 1014, "XDR: External Data Representation Standard", Sun Microsystems, Inc., June 1987) disclosed the Sun Microsystems, Inc. language known as XDR for description, encoding, and representation of data used in such remote procedure call protocols such as Sun RPC.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Joseph R Maniwang whose telephone number is (703) 305-3179. The examiner can normally be reached on Mon-Fri 8:00-4:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, William A Cuchlinski can be reached on (703)308-3873. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

JM